
**Collective Bargaining Agreement
Between the
Town of Needham
and
Police Superior Officers Association
July 1, 2012---June 30, 2015**

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
Article 1	Recognition and Bargaining Unit	3
Article 2	Duration of Agreement	3
Article 3	No Strike Clause	3
Article 4	Management Responsibility	4
Article 5	Hours of Work, Holidays, and Overtime	4
Article 6	Leave of Absence	5
Article 7	Court Leave	6
Article 8	Civic Duty Leave	7
Article 9	Military Leave	7
Article 10	Non-Occupational Sick Leave	8
Article 11	Injury On Duty	11
Article 12	Heart and Hypertension	12
Article 13	Temporary Modified Work Program	13
Article 14	Bereavement Leave	15
Article 15	Vacation	15
Article 16	Clothing Allowance	16
Article 17	Longevity	16
Article 18	Wages	17
Article 19	Health Incentive Pay	19
Article 20	Paid Details	20
Article 21	Stability of Agreement	22
Article 22	Settlement of Grievances	22
Article 23	Stability and Subordination	24
Article 24	Educational Incentive Compensation	25
Article 25	Discipline, Discharge, and Employees' Personnel Files	26
Article 26	Indemnification	27
Article 27	Lay-Offs & Recall	27
Article 28	Effect of Agreement	28
Article 29	Before-Tax Premium Payment Plan	28
Article 30	Annual Performance Evaluation Plan	29
Article 31	Miscellaneous Provisions	29

THIS AGREEMENT made and entered into this 1st day of July, 2012 by and between the Town of Needham (hereinafter called the "Town") and the Needham Police Superior Officers Association (hereinafter called the "Association").

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

Section 1. The Town recognizes the Needham Police Superior Officers Association in accordance with the provisions of Mass. General Laws Chapter 150E, as the sole and exclusive bargaining agent and representative, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all permanent Lieutenants of the Town's Police Department, excluding however, the Chief of Police, Sergeants, Patrolmen, all office and clerical employees, and all other employees of the Police Department and the Town.

Section 2. The Town agrees not to discharge, transfer or discriminate against employees covered by this Agreement because of legal authorized "Association" activities. Members of the bargaining committee shall be allowed to attend negotiations and shall be allowed a reasonable amount of time off from duty without loss of pay, or without having to make up such time, in order to conduct negotiations, process grievances or to attempt to resolve department problems and all negotiations shall be conducted at reasonable times.

ARTICLE 2 DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2012 and shall continue in effect until June 30, 2015 and shall be renewed automatically from year to year thereafter unless either party, at least six months prior to the expiration date, gives written notice that it desires to modify, terminate, amend or negotiate a new Agreement. The party to whom notice has been given will reply with a proposed date for a meeting within fifteen (15) days therefrom. In the event that negotiations for a new contract are not completed prior to the expiration date, all terms, provisions and conditions herein contained shall remain in full force and effect until a new agreement has in fact been executed.

ARTICLE 3 NO STRIKE CLAUSE

It is agreed that nothing in this Agreement shall constitute a grant of the right to strike to the employees of the Needham Police Superior Officers Association and further acknowledging that Chapter 150E of the General Laws specifically provides that it is unlawful for any employee of the Association to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown, or stoppage of work by the employees of the Association.

ARTICLE 4 MANAGEMENT RESPONSIBILITY

Section 1. The listing of the following specific rights of management is not intended to be in limitation of the rights of the Town, the Board of Selectmen, the Town Manager and the Chief of Police. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter.

Section 2. Among such Management responsibilities as are vested exclusively in the Town, the Board of Selectmen, the Town Manager and the Chief of Police are the following: The right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Police Department.

Section 3. The Town, the Board of Selectmen, the Town Manager and the Chief of Police shall have the freedom of action to discharge their responsibility for the operation of the Police Department including the scheduling of operations, the methods and materials used in carrying out the function of the Police Department and the extent to which its own or other facilities and or personnel shall be used.

ARTICLE 5 HOURS OF WORK, HOLIDAYS, AND OVERTIME

Section 1. Hours of Work Tours of duty shall be scheduled on a basis of four (4) consecutive days of duty followed by two (2) consecutive days off. Members of the bargaining unit assigned by the Chief of Police to work a 5 and 2 schedule will be granted an additional day off every third week.

Section 2. Holidays

- (a) The Town of Needham recognizes the following legally observed holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- (b) **Holiday Pay** Members of the bargaining unit shall receive one extra day's pay during the week in which a holiday occurs. Holiday pay as defined in this section shall be increased to an extra one-fourth of a week's pay (10 hours).- Employees will be entitled to 4 hours regular straight time pay for the week in which Christmas Eve occurs.

- (c) **Holiday Premium** If a member of the bargaining unit works on a holiday he/she shall be paid an additional one-half times his/her regular rate of pay for all hours worked on that holiday.
- (d) If an employee assigned to work on a holiday shall not report for duty because of illness, he/she shall not be entitled to holiday pay or holiday premium.
- (e) If an employee reporting for duty on a legal holiday shall be taken ill in the course of the day's work, and has to be relieved of duty, he/she shall be entitled to holiday pay and holiday premium for that day.
- (f) Any member of the bargaining unit, who, when on his/her non-scheduled work day, performs overtime work on any of the above holidays, shall be paid two times his/her regular rate of pay for all hours worked on that holiday.
- (g) If a holiday occurs during an employee's scheduled vacation, he/she shall receive holiday pay and shall be charged for one less vacation day on not more than four occasions during any given vacation year. The employee must have received approval for a minimum of four (4) vacation days in order to receive holiday pay under this section.

Section 3. Overtime Any employee who is called back to work after having completed his/her tour of duty or called back on his day off or time off shall be paid at the rate of time and one-half of his/her straight time hourly rate within a minimum of four (4) hours guaranteed and paid for each fraction of an hour worked over the four (4) hours.

ARTICLE 6 LEAVE OF ABSENCE

Section 1. At the discretion of the Chief of Police, members of the bargaining unit may be permitted an unpaid leave of absence of up to two weeks' duration, upon submission of a written request therefore stating the reasons and length of the requested leave.

Section 2. Requests for leaves of absence of longer than two weeks' duration must be submitted in writing and approved in advance by the Town Manager, as well as the Chief of Police.

Section 3. Leaves and Benefits

- (a) **Sick Leave** Employees granted leaves of absence in excess of five (5) days in a calendar month shall not accrue non-occupational sick leave for that month.
- (b) **Vacation** Employees who are on unpaid leave status for more than five (5) days in a calendar month shall have their current vacation bank (if any) or their next year's

vacation allotment reduced by on-twelfth of the annual allotment. Partial vacation days shall be rounded up to the closest whole number.

- (c) **Longevity** Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their longevity eligibility dates adjusted by the number of calendar days spent on unpaid leave of absence.
- (d) **Step Raises** Employees who are on unpaid leave of absence for more than ten (10) days in a calendar year shall have their next step dates (if applicable) adjusted by the number of calendar days spent on unpaid leave.

Section 4. Personal Day One day's leave of absence from work at regular straight-time pay for normally scheduled hours shall be granted every calendar year to members of the bargaining unit, provided that such leave be requested in writing to the Chief of Police at least 48 hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

Section 5. The Association President or his/her designee shall be allowed three (3) days per year without loss of pay in order to attend "Association" business, provided that staffing on the particular day in question is such that the Chief does not feel the necessity to cover.

Section 6. Administrative Leave The Chief of Police shall have the sole discretion to place a member of the bargaining unit on paid administrative leave for a period not to exceed 45 consecutive calendar days per occurrence in situations including, but not limited to, the investigation of a Lieutenant's conduct, or the Lieutenant's involvement in a traumatic event, such as a shooting or fatal accident. The period of paid administrative leave may be extended by mutual agreement of the parties. The placement of a Lieutenant on paid administrative leave shall not be grievable.

ARTICLE 7 COURT LEAVE

Section 1. Any Lieutenant on duty at night or on vacation, furlough or on a day off, who attends as a witness or in another capacity in the performance of his/her duty for, or in behalf of the Commonwealth or the Town of Needham, in criminal or other case pending in any District Court, including the Municipal Court of the City of Boston, any Juvenile Court or any Superior Court or before any Grand Jury proceeding or in conferences with a District Attorney or an Assistant District Attorney or at any pre-trial conference or any other related hearing or proceeding, when under written subpoena or when directed by the Chief, or who is required or requested by any City, County, Town, State or the Federal Government or sub-division or agency of any of the foregoing, to attend or appear before any Department, Agency, Board, Commission, Division or Authority or official of the State or Federal Government or sub-division or agency of any of the foregoing or who attends as a witness or in another capacity in the performance of his/her duty for the Government of the United States, the Commonwealth or the Town of Needham in a criminal or other case pending in a Federal District Court on or before a Grand Jury proceeding or a United States Commissioner or in

conference with a United States Attorney or an Assistant to the United States Attorney or at any pre-trial conference or any other related hearing or proceeding, when under written subpoena or when directed by the Chief, shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in such attendance or appearance but in no event less than four (4) hours, such pay on an overtime basis.

Section 2. Should a Lieutenant be required to appear in court on a "short day" beyond 12:00 noon, he/she shall be permitted to take four hours minimum pay and come to work three hours after the start of his/her normal tour of duty, provided he/she notifies the Lieutenant in charge on duty at the time he/she exercises this option. In the event the Lieutenant elects to report late as herein provided, he/she shall not receive any court pay for that day.

ARTICLE 8 CIVIC DUTY LEAVE

Section 1. All employees shall be granted leave when called for jury duty or under summons to appear as witnesses. Members of the bargaining unit will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for scheduled work time spent on approved civic duty leave. If the jury or witness fees, exclusive of travel allowance, are more than the amount of regular straight-time pay which the employee would receive for scheduled work time spent on civic duty leave, no compensation shall be paid by the Town for the period of court service.

Section 2. Official Summons to jury duty or witness appearance must be presented in advance to the Chief of Police in order to be eligible for civic duty leave.

Section 3. To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition for receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.

Section 4. Absence due to civic duty leave shall not affect an employee's eligibility for longevity, satisfactory performance step increases or benefit eligibility.

Section 5. Civic duty leave shall not be used for personal litigation.

ARTICLE 9 MILITARY LEAVE

Section 1. Reserve Service A member of the bargaining unit who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed seventeen (17) days per calendar

year, seventeen calendar days of such leave to be with full regular straight-time pay for normally scheduled work hours.

Section 2. Draft Board Appearances and Physicals Military leave of absence with full regular straight time pay for normally scheduled work hours shall be granted to members of the bargaining unit on occasion of their required appearance under orders before armed forces draft boards of for physical examination required by such boards.

Section 3. Active Duty Military leave of absence without pay shall be granted for members of the bargaining unit called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

Section 4. Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Chief of Police, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 10 NON-OCCUPATIONAL SICK LEAVE

Section 1. Eligibility Members of the bargaining unit shall be eligible for non-occupational sick leave as provided hereunder.

Section 2. Accrual Members of the bargaining unit shall accrue one and one-quarter (1 1/4) days non-occupational sick leave for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and shall be referred to as the "non-occupational sick leave credit" or the "non-occupational sick leave bank."

Section 3. Usage

- (a) Use of non-occupational sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or quarantine by public health authorities, except that an employee shall be allowed to use up to three (3) days of non-occupational sick leave when available per fiscal year for illness of a parent, spouse or child of the employee.
- (b) During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave credit the total number of days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

Section 4. Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the Chief of Police by the employee or the employee's family or physician.

Section 5. Certification of Illness, Injury or Quarantine The Chief of Police shall investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the Chief of Police or Town Manager in any case of non-occupational sick leave. If the cause of sick leave is not substantiated to the satisfaction of the Chief of Police, the absence will not be paid as non-occupational sick leave.

Section 6. Extended Sick Leave

- (a) When a member of the bargaining unit has exhausted available non-occupational sick leave credits, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the Chief of Police, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.
- (b) Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave and personal leave.
- (c) In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. The granting of extended sick leave is subject to availability of appropriation.
- (d) Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in the computation of continuous service.

Section 7. Non-occupational Sick Leave Buy-back An employee who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave credit outstanding after proper adjustments are made for the current fiscal year. The spouse, duly-designated beneficiary or legal representative of the estate of the employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five percent (25%) of the non-occupational sick leave credit outstanding at the time of termination after proper adjustments are made for the current fiscal year. Members of the bargaining unit who have not attained ten years of service with the Town of Needham as of

June 30, 2011 shall be subject to a 960 hour (120 day) cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave.

Section 8. Personal Leave Incentive Plan

- (a) Each member of the bargaining unit shall be eligible to convert 8 hours of unused, non-occupational sick leave to personal leave or to "buy back" 8 hours of unused, non-occupational sick leave for every calendar quarter (January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31) in which no sick leave is used. Eligible employees must elect such conversion by January 15th of each year for the accumulation calculations based upon calendar quarters occurring during the prior calendar year.
- (b) Eligible members of the bargaining unit electing to convert non-occupational sick leave hours to personal leave must use such leave hours (a maximum of 32 hours) by December 31 of the year in which they are converted. Use of converted time will only be granted if the Chief/designee determines that no unreasonable overtime obligation or staffing deficiency, which is known as of the date of request, will occur.
- (c) Eligible members of the bargaining unit electing to buy back non-occupational sick leave hours at their regular rate of pay (a maximum of 32 hours) must do so by January 15th of each year.
- (d) Eligible members of the bargaining unit may elect a combination of the options set forth in (b) and (c) to the extent that hours converted or bought back do not exceed the number of hours earned. However, once an employee elects to convert non-occupational sick leave to personal leave, those hours are ineligible for buy-back and will expire if not used by December 31st.
- (e) Hours converted or bought back in accordance with this program will be deducted from an employee's non-occupational sick leave bank.
- (f) The provisions of this section shall not apply to Personal Leave described in Article 7 Section 7.
- (g) Members of the bargaining unit on approved injury on duty status for more than five (5) days in a calendar quarter will be ineligible to participate in this program for that quarter.

ARTICLE 11

INJURY ON DUTY

When a Lieutenant is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41 Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Injury on Duty Policy.

Section 1. Determination of IOD Status The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Lieutenant may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her banked non-occupational sick leave, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 2. Physical/Psychological Examinations The Town may require a Lieutenant who requests benefits under this section to submit to physical or psychological examinations, at the expense of the Town, prior to being placed on IOD Status. Such examination will be conducted by a physician who is Board-certified or is a specialist in the field which is directly related to the illness/injury for which benefits are sought.

Section 3. Appeals An employee whose claim for benefits under this section is denied by the Town shall have the right to file for arbitration under Article 22 of this Agreement or to file an appeal under the applicable provision of Massachusetts General Law.

Section 4. Accruals Employees receiving benefits in accordance with this section who are on approved IOD status for an entire calendar month shall not be entitled to sick leave accrual for that month.

Section 5. Medical Case Management The Town or its designated occupational health consultant will review all requests for indemnification of medical expenses and will make payment for indemnification of medical expenses and will make payment for reasonable and customary charges. Injured employees will be required to provide medical information release forms from all relevant medical providers for injuries/illnesses for which benefits are sought. It is understood that all employee medical information will be kept strictly confidential as provided by state law.

Section 6. Members of the bargaining unit who accept benefits under this Article and in accordance with M.G.L. c. 41 Sections 100 and 111F thereby and forever waive a suit for damages for the same injury against the Town of Needham with the following exceptions: (1) an action to enforce the member's rights under Section 100 or 111F if such right is denied by the Town; (2) any

claim for disability retirement benefits; (3) an action brought after the Town has terminated benefits because of an assertion that the injury was not sustained in the performance of duty. There is no waiver of any claim that a member may have against any third party causing the injury other than a claim against the Town.

ARTICLE 12 HEART AND HYPERTENSION

Section 1. Employees absent from duty on account of a heart injury except for hypertension and heart bypass surgery shall receive their full weekly compensation during the period of such absence without charging such absence to NOSL until a physician appointed by the Town finds the employee fit to return to duty, the employee retires, or the employee ceases employment with the Town.

Section 2. Employees absent from duty on account of hypertension or for heart bypass surgery will be compensated as follows for up to ninety (90) calendar days of absence.

Section 3. The Town will match on a one-for-one basis each day of absence. The employee's days will be charged to the employee's accrued NOSL. The Town's will be in addition to any NOSL the employee has accrued. The Town will only match those days for which the employee has contributed one NOSL day. Not later than 90 calendar days after onset of the absence, the employee will either submit his application for retirement or return to work. Provided, however, that if a physician appointed by the Town is unable to determine that the employee is either fit for duty or is permanently disabled, the Town will continue to match on a one-for-one basis any additional period of absence until the Town's physician has made his determination, the employee will either return to work or submit his application for retirement. If the Town's physician recommended retirement, then, upon submission of the application, the Town will pay full weekly compensation to the employee for a period up to 120 days or until retirement, whichever comes first.

Section 4. If the employee exhausts his accrued NOSL, the Town Manager may, at his/her sole discretion, grant a further period of paid leave.

Section 5. Medical, hospital, surgical, medicinal or similar bills incurred in the treatment of heart injury, hypertension or heart bypass operation shall not be deemed to arise out of a work-related injury and will not be paid by the Town except to the extent that the Town contributes to the employees' health insurance premiums. They may be submitted to the applicable group health insurance provider for appropriate coverage.

Section 6. Employees, while being compensated hereunder, shall not accrue additional NOSL or vacation time.

ARTICLE 13
TEMPORARY MODIFIED WORK PROGRAM

Section 1. Work-related Illness or Injury

- (a) If a physician designated by the Town of Needham determines that a Lieutenant is eligible for temporary modified work, the Chief may assign that Lieutenant to a Temporary Modified Work Program. Failure of the Lieutenant to comply with the Temporary Modified Work Program may result in suspension of IOD benefits. The physician designated by the Town shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Any determination that a Lieutenant can do temporary modified work shall be made only after a review of the specific duties that the Lieutenant will be asked to perform. The Town-designated physician shall give his or her opinion as to whether the Lieutenant can perform the specific tasks enumerated.
- (b) If the physician designated by the Town determines that the Lieutenant is eligible for temporary modified work, and the Lieutenant's physician (who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness), disagrees, the Lieutenant, or, if the Lieutenant so designates, the Lieutenant's physician, shall contact the Town's physician within fourteen (14) calendar days of receiving the Town physician's report. If the Lieutenant, or the Lieutenant's physician, fails to contact the Town's physician within fourteen (14) calendar days, the decision of the Town's physician shall be final and binding.
- (c) The Town's designated physician shall confer with the Lieutenant or the Lieutenant's physician on the question of the Lieutenant's ability to perform temporary modified work and they shall attempt to reach agreement. If they agree that the Lieutenant can perform temporary modified work, the Lieutenant shall be placed on a TMWP. If, after discussion, they fail to reach agreement, they shall jointly select a third physician, who shall be Board-certified or otherwise be a specialist or have expertise in the relevant area of injury or illness. Such selection will be made within 21 days of the original decision of the Town's physician. Failure or refusal on the part of the Lieutenant or the Lieutenant's physician to cooperate in this selection may void any obligation by the Town to appoint a third physician and the decision of the Town's physician shall be final and binding.
- (d) The Town or its physician shall make an appointment for the Lieutenant with the third physician and shall advise the Lieutenant of the time, date and place. Except for emergency, the Lieutenant shall report to and fully cooperate with the third physician. The report of the third physician must be completed and results received by the Town and the Lieutenant within fourteen (14) calendar days of the appointment.

- (e) An election by a Lieutenant to utilize the third physician option permitted hereunder shall be a binding election of remedies. Such election shall preclude any right to bring an action or challenge the decision of the third physician either pursuant to M.G.L. c. 41, Section 111F or pursuant to the grievance/arbitration procedures under this contract. The decision of the third physician shall be final and binding without right of appeal by either party. The cost of the third physician shall be borne by the Town and the Union jointly.
- (f) The provisions of this section shall apply only to questions relating to the determination of eligibility for temporary modified work.

Section 2. Non-Occupational Illness or Injury

Upon release to the Town of the medical reports necessary to make a determination of ability to perform temporary modified work, a Lieutenant on NOSL may request a temporary modified work assignment. If the Lieutenant's physician determines that the Lieutenant is eligible for TMWP, the Police Chief may assign that Lieutenant to a temporary modified work program. The Town shall have the right to require that the Lieutenant be examined by a Town-designated physician in order to confirm the Lieutenant's ability to return to temporary modified work.

Section 3. General Provisions

- (a) Temporary modified work duties shall be related to law enforcement and shall include, but not be limited to, the following: data entry, report writing, community education, research, and training.
- (b) The Chief of Police, at his or her sole discretion, may limit the number of Lieutenants on temporary modified work plans at any given time. TMWP shall be reviewed on a periodic basis and notice shall be provided to the Lieutenant whether or not the TMWP is to continue. In no event will a Lieutenant be authorized for TMWP in excess of six (6) consecutive months without the advance written approval of the Town Manager or his or her designee.
- (c) The Chief of Police may change the work schedule of the Lieutenant if the work assignment clearly requires an alternative shift schedule. Such work shift shall remain only for the period of the TMWP. Schedules will be developed in order to accommodate the Lieutenant's need for on-going treatment. No Lieutenant regularly assigned to a shift shall be involuntarily reassigned in order to accommodate a Lieutenant on a Temporary Modified Work Program.
- (d) Lieutenants on TMWP shall not be eligible for any overtime (except for court time) or detail assignments except in extraordinary circumstances with the advance approval of the Chief of Police.

**ARTICLE 14
BEREAVEMENT LEAVE**

Section 1. Bereavement leave without loss of regular straight time pay for normally scheduled working hours, not to exceed five (5) consecutive calendar days per occurrence, shall be granted to any employee on account of a death in the immediate family of the employee. Such leave to be granted beginning with the date of death or concluding two days after the funeral or other service.

Section 2. For the purposes of this Article, the term "immediate family" is defined as parents of the employee, spouse, parents of spouse, children, brothers, sisters, and grandparents of the employee.

Section 3. Bereavement leave of one (1) day may be allowed because of the death of a brother-in-law, sister-in-law, aunt or uncle of the employee.

**ARTICLE 15
VACATION**

(a) Employees will be credited with vacation leave on the first day of the calendar year for use during that calendar year. Employees who are on unpaid leave status shall have their vacation adjusted in accordance with Article 6, Leaves of Absence.

(b) Vacation Leave will be granted as follows:

Length of Continuous Service	Vacation Leave Allowance As of January 1
Less Than 5 Years:	14 Days
5 to 12 Years	21 Days
10+ Years:	28 Days

(c) **Transition Year Rate** Vacation leave allowance rates will be adjusted on the first day of the calendar year in which an employee will be eligible for additional vacation leave.

(d) **Vacation Carry Over** Employees shall not be allowed to carry unused vacation from one calendar year to the next, except that employees whose December vacation is canceled by the Chief of Police may carry one week of vacation from one calendar year to the next.

(e) **Employee Termination** When employment is terminated for any reason, the employee shall be entitled to receive payment for that portion of his/her vacation accumulation not yet taken for the current calendar year, subject to adjustment in accordance with Article 6, Leaves of Absence.

- (f) **New Employees** New employees shall be granted a proportionate amount of vacation as the number of full calendar months to be worked in the current year bears to the full calendar year.
- (g) **Vacation Use** At the discretion of the Chief of Police, members of the bargaining unit may use vacation leave in four (4) hour increments not to exceed ten (10) times per calendar year.

ARTICLE 16

CLOTHING ALLOWANCE

- (a) Each member of the bargaining unit who is promoted to Lieutenant shall be provided with an appropriate uniform as determined by the Chief at the inception of his/her initial employment. Thereafter, each member of the bargaining unit shall be provided with a uniform allowance in the amount of, \$1,000 effective July 1, 2007, \$1,100 effective July 1, 2008, and \$1,200 effective July 1, 2009. Said allowance, for the purchase of authorized uniforms and equipment and the cleaning of uniforms to be worn on duty as a Needham Lieutenant, will be considered salary and shall be paid weekly. It is understood that payment of the clothing allowance and cleaning allowance in the form of salary will not relieve members of the bargaining unit from their responsibility of being presentable and properly equipped at all times as determined by the Chief or a designee.
- (b) A fund of \$400.00 will be established and maintained by the Chief of Police for replacement, repair, or cleaning of uniforms destroyed, badly damaged or soiled in the line of duty.

ARTICLE 17

LONGEVITY

In addition to the step-rate increases or advancement provided above, there shall be added to the annual compensation of each full-time employee in the bargaining unit .005 of base salary after completion of each and every five years of full-time employment except that at the completion of 19 years of full-time employment each such employee shall receive .01 of base salary for each and every five years of full-time employment. Interruption of such employment for the purpose of performing military service shall not be deemed to break the continuity of service with the Town in calculating benefits payable under this paragraph, provided that no employment other than military service is entered into by the employee during the period of said interruption. Subject to the approval of the Town Manager, a full-time employee whose employment has been interrupted through no fault of his own and who has been subsequently reinstated to full-time employment, may be given credit for longevity purposes for such prior town service.

ARTICLE 18 WAGES

Section 1. The following wage rates shall be in effect:

Police Superior Officers Association Salary Schedule
Effective July 1, 2012

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAX
P-3				71,385	73,601	75,807	78,838	81,994	83,634

Police Superior Officers Association Salary Schedule
Effective July 1, 2013

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAX
P-3				73,169	75,441	77,702	80,809	84,044	85,725

Police Superior Officers Association Salary Schedule
Effective July 1, 2014

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAX
P-3				74,998	77,327	79,645	82,830	86,145	87,868

Police Superior Officers Association Salary Schedule
Effective January 1, 2015

GRADE	MIN	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAX
P-3				74,998	77,327	79,645	82,830	86,145	88,746

Section 2. The word "rates" as used in this article only includes base salary and does not include such matters as incentive pay, longevity, night differential or special rates.

Section 3. Employees assigned to duty at polling places on election days shall be compensated at the rate of time and one-half their regular hourly rate.

Section 4. Additional \$600 per year, paid weekly when assigned to and performing the duties of Armorer as designated by the Police Chief.

Section 5. Additional \$600 per year, paid weekly when assigned to and performing the duties of Fire-Arms instructor as designated by the Police Chief.

Section 6. Additional \$4,000 per year, paid weekly when assigned to and performing the duties of Executive Officer as designated by the Police Chief. Effective July 1, 2013, the Executive Officer shall be paid \$4,300 per year, paid weekly. Effective July 1, 2014, the Executive Officer shall be paid \$4,600 per year, paid weekly.

Section 7. The Town shall pay the annual gun permit fee for all employees required to carry a firearm.

Section 8. Rates of Compensation An employee's weekly rate shall be his/her annual rate divided by 52. Notwithstanding the fact that the Lieutenant's regular work week may be less than 40 hours, the hourly rate shall be calculated by dividing the weekly rate by 40 hours. The overtime rate shall be calculated at time and one half the hourly rate.

Section 9. Night Differential Members of the bargaining unit appointed to the rank of Lieutenant after July 1, 2001, regularly assigned to all evening or midnight shifts, as designated by the Police Chief, shall receive night differential in the amount of 6%. Members of the bargaining unit assigned to a schedule consisting of some midnight shifts and/or some evening shifts shall receive 1.5% per midnight and/or evening shift worked.

Section 10. Public Safety Information Systems Manager The Chief of Police may designate a member of the bargaining unit to be the Public Safety System Manager. He/she shall be paid \$4,000 per year. Effective July 1, 2013, the Public Safety Information Systems Manager shall be paid \$4,300 per year, paid weekly. Effective July 1, 2014, the Public Safety Information Systems Manager shall be paid \$4,600 per year, paid weekly.

The Public Safety System Manager shall be responsible for the daily operations of the computer system, both in the Police and Fire Departments. Such duties shall include, but not be limited to: overseeing passwords, geo files, and table set-up and maintenance; coordinating security access, back-ups, and HTE and IBM release installations; and coordinating the communication and system requirements relating to joint Police/Fire and/or civilian dispatching initiatives. The Association acknowledges that the Town has the right to assign the work of Public Safety Information Systems Manager to a member of a different bargaining unit/or a civilian employee of the Police Department once the current Public Safety Information Systems Manager retires or is no longer assigned to that function by the Chief of Police.

Section 11. Professional Standards Administrator The Chief of Police may designate a member of the bargaining unit to serve as the Professional Standards Administrator. He or she shall be paid \$4,000 per year, paid weekly. The Professional Standards Administrator shall be responsible for all functions necessary to maintain professional standards and ensure consistent and predictable accountability and discipline for all members and facets of the police department, including, but not limited to:

1. Regular inspection and examination of all department personnel and equipment.
2. Review and monitoring of existing policies and procedures to ensure consistent compliance.
3. Responsive investigation of rule violations and citizen complaints, and referral of disciplinary recommendations to the chief of police when warranted.

4. Such other measures as are necessary to detect weaknesses in the present organization and recommendations for corrective measures.

Effective July 1, 2013, the Professional Standards Administrator shall be paid \$4,300 per year, paid weekly. Effective July 1, 2014, the Professional Standards Administrator shall be paid \$4,600 per year, paid weekly.

Section 12. Defibrillation Differential A differential of 1% of annual base pay will be paid weekly for certification in defibrillation.

Section 13. EMT Pay All registered Emergency Medical Technicians (EMTs) shall be granted additional compensation of 4.5% of annual base salary, to be paid weekly, upon proof of certification or re-certification. The Town will reimburse EMTs for the bi-annual recertification fee not to exceed \$150.00.

Section 14. Acting Chief Pay If a member of the Association is assigned by the Appointing Authority to be Acting Chief of the department, he/she shall be placed in the M-5 grade at Step One, for the duration of the period as Acting Chief. To be considered for Acting Chief pay, the individual in the position must be serving for a period of greater than 30 consecutive days. Acting Chief pay will be made retroactive to the first day of assignment when the 30 consecutive day requirement has been met.

Section 15 Patrol/Assistant Professional Standards Administrator The Chief of Police may designate a member of the bargaining unit to serve as Patrol/Assistant Professional Standards Administrator. He or she shall be paid \$1,500 per year, paid weekly. The Patrol/Assistant Professional Standards Administrator shall supervise patrol and assist the Professional Standards Administrator in the performance of the duties set forth under Section 12. Effective July 1, 2013, the Patrol/Assistant Professional Standards Administrator shall be paid \$1,800 per year, paid weekly. Effective July 1, 2014, the Patrol/Assistant Professional Standards Administrator shall be paid \$2,100 per year, paid weekly.

ARTICLE 19 HEALTH INCENTIVE PAY

Section 1. A \$10.00 per week health incentive will be paid to all Lieutenants who meet the weight to height standards or percentage of body fat standards set by the United States Army and accepted by the Massachusetts Municipal Police Training Committee.

To be eligible for this health incentive, each Lieutenant must submit to a height and weight measurement to be conducted by a Town Public Health Nurse either by appointment or during established nursing hours as set by the Board of Health. The results of the test shall be forwarded by the Public Health Nurse to the Director of Human Resources and the Chief of Police. The Town will require re-testing at six month intervals.

Any Lieutenant failing to pass the test initially may at any time arrange to have said test taken, and may have such test taken as often as requested, but in no event more often than one time per month.

Any Lieutenant failing to pass the height and weight standards test may choose to submit to a "skin fold" or fat content test. Such test is to be administered by a person or agency approved in advance and at no cost to the Town. The results of the fat content test shall be forwarded to the Director of Human Resources and the Chief of Police.

ARTICLE 20 PAID DETAILS

Section 1. Private Detail Rates as of July 1, 2007

Basic Rate	\$40
Holiday Rate	\$42
Sunday Rate	\$42
Liquor Rate	\$44
Sunday Liquor Rate	\$46
Holiday Liquor Rate	\$46
Strike Rate	1.5 times the Basic Rate
Strike on Holiday Rate	1.5 times the Holiday Rate
Strike on Sunday Rate	1.5 times the Sunday Rate

Private Detail Rates as of July 1, 2008

Basic Rate	\$42
Holiday Rate	\$44
Sunday Rate	\$44
Liquor Rate	\$46
Sunday Liquor Rate	\$48
Holiday Liquor Rate	\$48
Strike Rate	1.5 times the Basic Rate
Strike on Holiday Rate	1.5 times the Holiday Rate
Strike on Sunday Rate	1.5 times the Sunday Rate

The final determination regarding the classification of a detail assignment will be made by the Town. The word "strike" shall include any private detail hired because of actual or potential labor unrest or dispute, including strikes, lock-outs, or labor-related picketing.

Section 2. The Town may, at its sole discretion, change the detail rates outlined in Section 1; provided, however, that such detail rates shall in no event be lower than those paid to other employees of the Police Department authorized to work details.

Section 3. For detail purposes, the holidays of Christmas Day and New Year's Day shall commence at 4:00 p.m. on the 24th and 31st respectively and terminate at 12:00 a.m. on the 26th and 2nd, respectively.

Section 4. Town Detail Rates as of July 1, 2007

Basic Rate	\$34
Holiday Rate	\$36
Sunday Rate	\$36
Strike Detail Rate	\$38
Strike on Holiday	\$38
Strike on Sunday	\$38

Town Detail Rates as of July 1, 2008

Basic Rate	\$36
Holiday Rate	\$38
Sunday Rate	\$38
Strike Detail Rate	\$40
Strike on Holiday	\$40
Strike on Sunday	\$40

For the purposes of this Section, Town details shall be defined as work performed at the request of a Town department, excluding work performed by outside contractors, Section 4 shall not be interpreted as a waiver of the Town's or Association's respective positions as to who may work Town details.

Section 5. The Town of Needham reserves the right to assign an administrative fee to the extent authorized by state law on non-Town details, excluding details worked pursuant to Town contracts.

Section 6. To ensure expeditious payment of outside detail monies earned, the Town shall establish and maintain a special fund of ten thousand (\$10,000) for payment of outside detail monies for details worked by employees of the Police Department as authorized by Massachusetts General Law, Chapter 44, Section 53C. Payment of such monies owed will thereafter be made within three (3) weeks from the date on which such detail was performed.

Section 7. Lieutenants working paid details shall be guaranteed a minimum of four (4) hours pay. Lieutenants working details beyond four (4) hours shall be guaranteed four (4) hours additional pay for hours worked between four (4) and eight (8) hours. Hours worked beyond eight (8) hours shall be paid on an hour for hour basis. Those details which last for more than eight (8) hours of continuous duty by the Lieutenant shall be paid at an additional half time for all hours or a portion thereof, worked in excess of eight (8) hours.

ARTICLE 21

STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Town or the Association to insist, in any one or more incidents upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Town to such future performance shall continue in full force and effect.

ARTICLE 22

SETTLEMENT OF GRIEVANCES

Section 1. A grievance is an employee's expressed feeling of dissatisfaction, presented in writing, concerning aspects of his/her employment or working conditions, which has not been resolved to the employee's satisfaction through informal discussion. Such grievance may relate to the interpretation or application of, or compliance with, any of the provisions of said Agreement. Grievances of the employees shall be advanced to the Town by the Association, but nothing in this Article shall prevent individual employees from presenting their own grievances, provided that any settlement of such individual grievances shall not be inconsistent with the terms of the Agreement.

Section 2. It is anticipated that the Town and the Association will make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

A. The employee's grievance must contain the following information:

- (1) a statement of the grievance which cites that part of the Agreement which has been violated, or the circumstances which gave rise to the grievance;
- (2) a statement of remedial action or relief sought;
- (3) evidence (documentary, if available) to support the grievance; and
- (4) a statement of reasons why the aggrieved believes that the remedy should be granted.

B. Step One (1)

Any grievance must be presented for discussion with the Chief of Police within five (5) business days of the occurrence of the event(s) giving rise to the grievance, or, within five (5) business days of the Association's gaining knowledge of such event(s), whichever is later. The Chief of Police

must make his or her decision within five (5) working days after receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer is allowed.

C. Step Two (2)

Should the grievance remain unsettled, the employee or the Association must present it to, the Director of Human Resources within ten (10) business days after the decision of the Chief is rendered, otherwise the matter will be considered resolved. The Director of Human Resources shall make his/her decision within fifteen (15) business days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer is allowed.

D. Step Three (3)

- (1) Should the Association wish to appeal the decision of the Director of Human Resources, it shall present the grievance to the Personnel Board/Town Manager within ten (10) business days after the decision of the Director of Human Resources is rendered, otherwise the matter will be considered resolved. If, after its own investigation, the Personnel Board/Town Manager agrees with the decision of the Director of Human Resources, the Personnel Board/Town Manager will issue a decision.
- (2) If the Personnel Board determines that it will require additional information before issuing a decision, it will convene a meeting of the Joint Resolution Committee (JRC). The JRC will be comprised of two (2) members of the Personnel Board and two (2) members of the Board of Selectmen and the Town Manager.
- (3) The JRC shall present its findings to the Personnel Board/Town Manager. Three (3) affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources (Step 2). If the JRC is deadlocked, voting two (2) for and two (2) against the previous ruling, the Personnel Board/Town Manager shall then issue a decision based upon the majority vote of the Personnel Board/Town Manager.
- (4) The Personnel Board will issue a decision within 30 business days of receipt of the grievance by the Director of Human Resources. The timeframes in this section may be extended at the agreement of the parties.

E. ARBITRATION

Should the grievance remain unsettled after the decision of the Personnel Board, the Association may, by giving written notice to the Town Manager, submit the grievance to arbitration. Such notice shall be given within fifteen (15) business days from the date of the decision of the Personnel Board. If such written notice is not given, the grievance shall be deemed to be settled.

- (1) In the event that the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and be governed by, the following procedure: The arbitrator is to be mutually selected by the Town and the Association. If the Town and the Association cannot agree within fifteen (15) business days after the written notice specified above of the intention to arbitrate, then the party demanding arbitration shall, within five (5) business days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrators are then to be selected under the provisions of a Voluntary Labor Arbitration Rules.
- (2) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Association and the Town, but each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The obligation of the Town and its agents under the terms of this section shall be limited to those obligations which the Town and its agents may legally undertake, and in no event shall any present or future member of the Personnel Board or Board of Selectmen have any personal obligation for payment under the provisions of this contract.
- (3) The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Town or Chief of Police other than those expressly set forth herein. The award of the arbitrator shall be final and binding upon the Town, its officers and agents and upon the Association and the employees whom it represents.
- (4) Notwithstanding anything to the contrary, no dispute or controversy shall be the subject of arbitration unless it involves the interpretation or application of provisions of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE 23

STABILITY AND SUBORDINATION

Section 1. Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing federal or state legislation, a Town Charter, a Civil Service rule or regulation, a decision by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 2. In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, or Town Charter, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal law, ordinance, or Town Charter as long as such conflict remains. Nothing in this Agreement shall diminish the authority and power of the Civil Service Commission, any Retirement Board or Board of Selectmen established by law.

ARTICLE 24 EDUCATIONAL INCENTIVE COMPENSATION

Section 1. Educational Committee There shall be established an Educational Committee (hereinafter referred to as the Committee) comprised of the Chief of Police, the Director of Human Resources, and a member of the Needham Police Superior Officers Association designated by the Association President. It shall be their responsibility to supervise and implement the programs listed below. They shall have the following responsibilities:

- (a) Certification of credit after submission of proof by a Lieutenant and authorization for payment of incentive pay.
- (b) Establishing of in-service training courses.
- (c) Approval of payment of Career pay upon completion of courses.

Section 2. Educational Incentive

- (a) Effective July 1, 1998, Lieutenants must qualify under M.G.L. c. 41, Section 108L in order to receive educational incentive pay.

Section 3. In-Service Training An in-service training program shall be conducted within the Police Department. The program shall provide a minimum of 60 hours off duty training. To be eligible for the Transitional Career Incentive pay a Lieutenant must satisfactorily complete 40 hours of in-service training for which he will be paid time and one-half his rate of pay in effect at the time of the training session. Credit for courses, which would be duplication of courses received elsewhere may be allowed by the committee upon written submission of proof of attendance by the individual desiring to receive such credit for other than in-service courses. Nothing in this section shall affect on duty training for which no extra compensation shall be paid.

Section 4. Transitional Career Incentive Pay

- (a) Lieutenants employed by the Needham Police Department before July 1, 1997, who do not receive educational incentive pay and who each year satisfactorily complete 40 hours of in-serve training or its equivalent as determined by the Committee shall be paid career incentive pay as follows:

For the fiscal year in which the 5th through 9th service anniversary occurs:	\$372.25
For the fiscal year in which the 10th through the 14th service anniversary occurs:	493.25
For the fiscal year in which the 15th through the 19th service anniversary occurs:	\$850.00
For the fiscal year in which the 20th through the 24th service anniversary occurs:	\$1,200.00
For the fiscal year in which the 25th or longer service anniversary occurs:	\$1,800.00

- (b) Such payments shall be in lump sum increments as determined by the Committee and shall be rendered on any reasonable date after July 1 and after the completion of the in-service training yearly.
- (c) Any incentive pays referred to in Article 24 Section 5 shall not be used to compute holiday or overtime rates.
- (d) It is agreed and understood that there shall be no duplication of incentive pays referred to in this Article.

ARTICLE 25

DISCIPLINE, DISCHARGE, AND EMPLOYEES PERSONNEL FILES

Section 1. No bargaining unit employee shall be disciplined or discharged without just cause.

Section 2. Bargaining unit employees shall be informed in writing of any and all pending charges. Employees shall have the right, upon request, to have an attorney and/or a Association representative to represent him/her and to be present during the disciplinary proceeding.

Section 3. Any formal civilian complaint filed against an Lieutenant shall not be processed by the Town unless presented in the form of a written affidavit, signed under penalties of perjury. No disciplinary action will be taken by the Chief against any Lieutenant on a civilian complaint until the Lieutenant has been charged in writing and given the opportunity to respond to the complaint.

Section 4. Any letter of reprimand placed in an employee's file shall be subject to review after a period of two years and if at that time the employee has received no further letter of reprimand or has not been found guilty of any violation of the Needham Police rules and regulations and policy procedures, the letter of reprimand shall be removed from the employee's personnel file.

Section 5. An employee may inspect his/her own personnel file during normal business hours upon reasonable notice to the human resources office and in the presence of a member of the human resources office. An employee shall at any time have the right to respond to any reprimand or other

unfavorable material contained in his/her personnel file, and such response shall be inserted in the personnel file, where it shall remain as long as does the unfavorable material.

ARTICLE 26 INDEMNIFICATION

The Town shall indemnify and hold bargaining unit employees harmless from any liability arising from their acting within the scope of their employment. In the event that an application for a criminal complaint is made against a Lieutenant for action taken in the performance of his/her duty and the Lieutenant is found not guilty or the application for the criminal complaint against said Lieutenant is denied, the Town will reimburse the Lieutenant for legal fees incurred up to \$3,000.00 for the hearing on the application for complaint, up to \$10,000.00 for a district court trial and up to \$25,000.00 for a superior court trial or federal district court trial. In the event that the legal fees exceed the above-stated limits, the Board of Selectmen may in its sole discretion recommend approval of payment of additional fees.

ARTICLE 27 LAY-OFFS & RECALL

Section 1. Lay-offs shall be made in accordance with the provisions of the Civil Service Law, as amended, or successor law or act. In the event that, for any reason, the Civil Service Law, or successor law or act shall not apply, then lay-offs shall be made by seniority. For purposes of this paragraph seniority shall be determined by date of permanent appointment to the Department.

Section 2. Recall/Reinstatement Benefits In the event that a Lieutenant is laid off and reinstated in accordance with the provisions of Civil Service Law, he/she shall be entitled to the following benefits upon return:

- (a) **Seniority** Seniority shall be determined by Civil Service Law.
- (b) **Longevity** The recalled Lieutenant shall be entitled to receive credit for prior service for the purposes of longevity payment. The Lieutenant's anniversary date for the purposes of longevity payment shall be adjusted by the number of calendar days the Lieutenant was separated from his/her permanent position.
- (c) **Sick Leave** The recalled Lieutenant shall be credited with his/her non-occupational sick leave bank as of the time of the lay-off. The Lieutenant shall not accrue sick leave during the period that he/she was separated from his/her permanent position.
- (d) **Vacation** The recalled Lieutenant shall be granted credit for prior service for the purposes of vacation. The Lieutenant shall not be entitled to vacation for the period that he/she was separated from his/her permanent position. Upon re-hire, the Lieutenant shall be granted a proportionate amount of vacation as the number of full

calendar months to be worked in the current year bears to the number of calendar months in a year. Partial vacation days shall be rounded up to the closest whole number.

- (e) **Step Raises** The recalled employee shall be reinstated at the step rate in which he/she was paid at the time of the lay-off. The Lieutenant's next step date shall be adjusted by the number of calendar days that he/she was separated from his/her permanent position.

ARTICLE 28 EFFECT OF AGREEMENT

Section 1. This Agreement contains and constitutes the entire Agreement between the Town and the Association arrived at as a result of collective bargaining. No amendment, extension, or alteration of this Agreement and no other Agreement between the parties hereto which is inconsistent with the terms hereof shall be effective or enforceable unless it is in writing and signed by the parties hereto.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Town and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section 4. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

Section 5. Where this Agreement requires the appropriation of funds or other vote on the part of the Town to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or other vote.

ARTICLE 29 BEFORE-TAX PREMIUM PAYMENT PLAN

Cafeteria Plan The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. The parties agree that any reasonably incurred administrative

expenses will be paid by those employees participating in said plan. The administrative fee charged to health insurance subscribers will not exceed \$10 per fiscal year. The administrative fee charged for other plans will be borne by the participants of those plans.

ARTICLE 30

ANNUAL PERFORMANCE EVALUATION PLAN

The Chief of Police, in consultation with the Lieutenants covered by this Agreement, shall develop and implement a Performance Evaluation Plan for each Lieutenant. The purpose of each Plan shall be for identifying performance objectives for training and career development purposes and shall be developed as to be consistent with the accreditation process as outlined by the Commission on Accreditation for Law Enforcement Agencies. The agreed upon Plan shall be in written form and signed by the Chief and each Lieutenant. Annually, the Chief of Police shall provide a written evaluation as to the Lieutenant's progress in obtaining the objectives set forth in the Plan. In addition, the Plan shall be updated annually for the coming year.

ARTICLE 31

MISCELLANEOUS PROVISIONS

Section 1. In case of death of a member of the bargaining unit while employed, all wages due to that employee, including but not limited to sick leave buy back, vacation and compensatory time, shall be paid to the pension beneficiary of the employee on file with the Needham Retirement Board, unless the employee explicitly states otherwise in writing.

Section 2. The Town will pay an amount not to exceed \$5,000 for the funeral expenses of a Lieutenant killed in the line of duty. This section shall apply to a Lieutenant who, while in the performance of his/her duty and as a result of incident, accident or violence is killed or sustains injuries which are the direct and proximate cause of death. The presumptions created by M.G.L. Chapter 32 Section 94, 94A, and 94B shall not apply for the purposes of this section.

Section 3. Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, or disability.

Section 4. Vehicle Use Incorporated herein by reference and considered and integral part thereof is the Town of Needham Vehicle Use Policy dated March 10, 1997, amended as follows:

- (a) Section V (B) is amended by striking the words "Appointing Authorities" and "appointing authority/department manager" and inserting in place thereof the words "The Chief of Police."
- (b) Section V (D)(10) is amended by striking the words "Town Administrator" and inserting in place thereof the words "Chief of Police."

- (c) Section V (D)(2) is amended by inserting the words "except as otherwise permitted hereunder or in extenuating circumstances." at the end of the last sentence.

Section 5. Promotion To the extent that the title of Chief of Police remains subject to the provisions of M.G.L. c. 31 (Civil Service), the Association agrees that the Town may change its method of selecting candidates for promotion to the rank of Chief of Police. The determination of the appropriate method of selection shall be the exclusive prerogative of the Town Manager, consistent with State law and the Town Charter. The Town agrees that the same method of selection for promotion to the rank of Police Chief will apply to all applicants, of any rank, for the position.

Section 6. Drug and Alcohol Testing Policy The Association agrees to implement and incorporate into this agreement by reference the Needham Police Department Drug and Alcohol Testing Policy, dated July 1, 2003.

Section 7. Health Insurance

All members of the bargaining unit who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective July 1, 2012 under the following conditions:

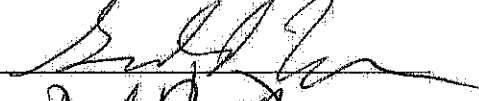
- (a) Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.
- (b) The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2013 and 2014.
- (c) Members of the Union will be eligible for reimbursement for qualified expenses consisting of office visits/primary care office visits/specialist, emergency room visits, in-patient hospitalization, same day surgery, diagnostic imaging, prescription drugs/retail and prescription drugs/mail order. Employees will be eligible for reimbursement only for the difference between their current co-payment and the co-payment of the Rate Saver plan.
- (d) Members of the Union will be eligible for reimbursement for qualified expenses at the following thresholds:

Individual Plan:	Expenses incurred from \$351 up to \$2,000
Family Plan:	Expenses incurred from \$1,051 up to \$4,000

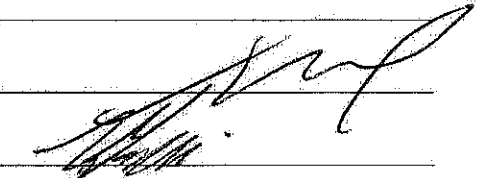
Section 8 401A Retirement Plan Effective January 1, 2013, the Town will contribute up to \$1,000 annually in a two for one match (e.g. for every \$2 contributed by the employee, the Town will contribute \$1 to a 401A Deferred Compensation Plan.) Effective January 1, 2014, the Town will contribute up to \$1,200 in a two for one match to the 401A Retirement Plan. Effective January 1, 2015 the Town will contribute up to \$1,500 in a two for one match to the 401A Retirement Plan.

IN WITNESS THEREOF, the Town has caused this instrument to be duly executed by its authorized designees and has caused this instrument to be signed by its proper officers hereunto duly authorized this 8th day of October, 2012.

BOARD OF SELECTMEN



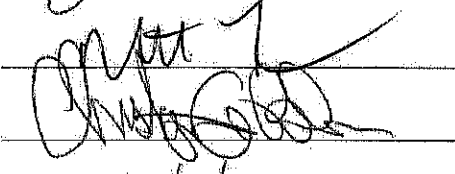
MRM



Date: 10-24-12

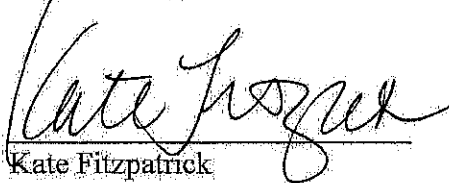
**POLICE SUPERIOR
OFFICERS ASSOCIATION**

Lt John Kraemer
John Siler



Date: 10/8/12

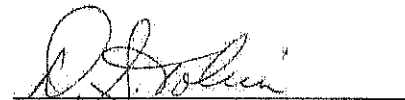
Town Manager



Kate Fitzpatrick

Date: 10-25-12

Approved as to form



David Tobin, Town Counsel

Date: 10/26/12